



New River Valley Commerce Park Participation Committee

6580 Valley Center Drive, Suite 124

Radford, VA 24141

Phone (540) 639-1524 FAX (540) 831-6093

Bland County

John C. Thompson

Henry M. Blessing

Craig County

*Jay Polen

Giles County

*Chris McKlarney, Chair

Richard McCoy

Montgomery County

Bob Isner

*Clay Goodman

Pulaski County

*Peter M. Huber

Shawn Utt

Roanoke County

Charlotte Moore

*Doug Chittum

City of Radford

Bruce Brown

*Basil Edwards

City of Roanoke

*Brian Townsend

Court G. Rosen

Town of Dublin

Samuel F. Gregory, Jr.

*Doug Irvin

Town of Pearisburg

*Kenneth F. Vittum

Brad Jones

Town of Pulaski

*Morgan Welker

John Hawley

* denotes primary member
of the Participation
Committee

MEMORANDUM

DATE: October 1, 2008
TO: NRV Commerce Park Participation Committee
FROM: Dave Rundgren
SUBJECT: October 8, 2008 Meeting

A meeting of the New River Valley Commerce Park Participation Committee will be held on **October 8, 2008**, at 4:30 p.m. at the New River Valley Competitiveness Center in Fairlawn.

Please mark your calendar and contact me as to your plans for attendance.

Virginia's First Regional Industrial Facility Authority **New River Valley Commerce Park Participation Committee** **Agenda**

October 8, 2008, at 4:30 P.M.
New River Valley Competitiveness Center

- 1. Roll Call**
- 2. Approval of the September 10, 2008 meeting minutes**
- 3. Engineering Report**
- 4. Administrative Staff Report**
- 5. Old Business**
 - a. EDA grant offer – joint applicant acceptance**
 - b. Water and Sewer project with Pulaski County PSA**
 - c. Committee on sale of surplus property**
 - d. Staffing committee report**
- 6. New Business**
 - a. Marketing Staff Report**
- 7. Closed Session (if needed)**
- 8. Other Business**
- 9. Adjournment**

Next scheduled meeting: November 12, 2008

Virginia's FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
New River Valley Commerce Park Participation Committee
Meeting Minutes
September 10, 2008

1. Roll Call

Chairman McKlarney opened the meeting by welcoming all those present, including Clayton Davis (Town of Narrows). Roll call was taken and a quorum determined (see attached).

2. Approval of the August 13, 2008 meeting minutes

Motion: Mr. Vittum moved approval of the August 13, 2008 committee minutes. Mr. Edwards seconded the motion.

Action: The motion carried.

3. Engineering Report

There were no new engineering items to report.

4. Administrative Staff Report

- a. Engineers from Anderson and Associates and Draper Aden Associates presented an overview of the existing and proposed water and sewer service at the Commerce Park. Mr. Rundgren reviewed the proposed budget for the scope of the project proposed for EDA grant funding.

Discussion followed the presentation. Topics raised included water and sewer volume when at full capacity, allocation of benefit to Commerce Park and to Pulaski PSA, financing of project and future debt service, agreements between the City of Radford and the Pulaski PSA and Commerce Park and the Pulaski PSA, business plan to create income, water sales revenue and surcharge to cover costs. Mr. Huber said the surcharge will be \$1.00 per 1000 gallons. He also stated that the Pulaski PSA is working on an agreement with Radford for the sale of water.

Committee members requested information on the allocation of benefit in percentages with a rationale (to be provided by engineers), how much additional debt per locality based on shares held, and a copy of the business plan.

Further discussion included the particulars of the EDA grant: when does the participation committee have to commit to accepting grant funds (30 days from notice of award), what is the timeline on completing the project (up to three years under terms with EDA), and what is the performance criteria and timeline to satisfy EDA conditions (20 years and job creation). The committee was asked to ratify the addition of Virginia's First/Commerce Park Participation Committee as a joint application to the EDA grant application.

Motion: Mr. Huber moved the committee ratify the addition of Virginia's First/Commerce Park Participation Committee as a joint application to the EDA grant application to fund the Pulaski PSA Water and Sewer Infrastructure Improvements to serve Commerce Park. Mr. Welker seconded the motion.

Action: The motion carried.

5. Old Business

- a. No further old business was discussed.

6. New Business

a. Marketing Staff Report

Mr. Bopp was not present and no report was delivered.

7. Closed Session

No closed session was held.

8. Other Business

Mr. McKlarney brought other business forward for the committee's consideration. He asked that members consider hiring additional help for Virginia's First and the Commerce Park. Discussion followed, a subcommittee was formed and includes Mr. Goodman, Mr. Chittum, Mr. Isner, Mr. Edwards, and Mr. Utt to draft a hiring profile and budget resources for the position.

Motion: Mr. Chittum moved the committee hire a contract employee for the Virginia's First and Commerce Park Participation Committee on a part-time/hourly contract basis. Mr. Goodman seconded the motion.

Action: The motion carried.

Adjournment

With no further business to discuss the meeting was adjourned. The next meeting to be held on October 9, 2008.

Respectfully Submitted,



David W. Rundgren

Approved by,



Barry Helms

**New River Valley Commerce Park
Participation Committee
Attendance**

September 10, 2008
New River Valley Competitiveness Center
Radford, VA

Jurisdiction	Member	Alternate
Bland County	() John C. Thompson () Henry M. Blessing	
Craig County	() *(x) Jay Polen	
Giles County	*(x) Chris McKlarney () Richard McCoy	
Montgomery	(x) Mary Biggs *(x) Clay Goodman	(x) Bob Isner () Carol Edmonds
Pulaski County	(x) Shawn Utt *(x) Peter Huber	() Joe Sheffey (x) Ronnie Coake
Roanoke County	() Charlotte Moore *(x) Douglas Chittum	() Jill Loope
City of Radford	*() Bruce Brown (x) Basil Edwards	
City of Roanoke	(x) <i>Court Rosen</i> *() Brian Townsend	() Anita Price
Town of Dublin	() Samuel Gregory Jr. *(x) Doug Irvin	
Town of Pearisburg	() Brad Jones * (x) Ken Vittum	
Town of Pulaski	*(x) Morgan Welker () John Hawley	

* denotes primary member of the Participation Committee

Others Present: Trevor Kimzey, Gary McCollum & Rick di Salvo (by conference call), Clayton Davis, Barry Helms, Bucky Sharitz, Martha P. Umberger

Staff Present: Dave Rundgren, Christy Straight

FORM CD-450
(REV 10/03)

U.S. DEPARTMENT OF COMMERCE

☒ GRANT ☐ COOPERATIVE
AGREEMENT

FINANCIAL ASSISTANCE AWARD

AWARD PERIOD
Approval to 40 Months Thereafter

RECIPIENTS NAMES Pulaski County Public Service Authority & Virginia First Regional
Industrial Facility Authority

AWARD NUMBER
01-79-08675

STREET ADDRESS 143 Third Street NW

FEDERAL SHARE OF COST
\$3,103,401

CITY, STATE, ZIP CODE Pulaski, Virginia 24301

RECIPIENT SHARE OF COST
\$3,369,063

AUTHORITY (42 U.S.C. 3121 et. seq); PWEDA, as Amended; P.L. 108-373, 118 Stat. 1756 October 27,
2004.

TOTAL ESTIMATED COST
\$6,472,464

CFDA NO. AND PROJECT TITLE 11.300 - Economic Adjustment Grant - Project consists of water and sewer infrastructural improvements to service the
approximately 1,000-acre New River Valley Commerce Park.

BUREAU
20

FUND
40

FCPY
08

PROJECT-TASK
0108675

ORGANIZATION
01

OBJECT CLASS
4110

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

☒ Economic Development Administration Standard Terms and Conditions Title II Public Works and Development Facilities and Economic Adjustment Construction Components - October 2007, as amended on 12/13/07.

☒ Special Award Conditions

☒ Line Item Budget

15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations

☒ 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments

OMB Circular A-21, Cost Principles for Educational Institutions

☒ OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122, Cost Principles for Nonprofit Organizations

48 CFR Part 31, Contract Cost Principles and Procedures

☒ OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

TITLE *Acting*
Regional Director

DATE

SEP 18 2008

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

TITLE
Executive Director
Pulaski County Public Service Authority

DATE

EDA Investment No.: 01-79-08675
Page 2 of 2

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	TITLE Executive Director Virginia First Regional Industrial Facility Authority	DATE
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U. S. DEPARTMENT OF COMMERCE
Economic Development Administration

PUBLIC WORKS PROJECT COST CLASSIFICATIONS

EDA Award No. 01-79-08675State Virginia

<u>Cost Classification</u>	<u>Proposed</u>	<u>Approved</u>
Administrative and legal expenses	\$ 124,644	\$ 125,000
Land, structures, rights-of-way, appraisals, etc.	5,000	5,000
Relocation expenses and payments		
Architectural and engineering fees	106,585	107,000
Other architectural and engineering fees	45,433	46,000
Project inspection fees	269,700	270,000
Site Work	100,000	100,000
Demolition and removal		
Construction	5,273,720	5,426,401
Equipment	20,000	
Miscellaneous		
Contingencies	<u>527,382</u>	<u>324,000</u>
TOTAL PROJECT COSTS	\$ 6,472,464	\$ 6,403,401

Explanation of Changes:

Equipment expenses moved to Construction

Contingencies---EDA Guidelines 5% of total project cost

All other line items rounded off

**U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**

**Special Award Conditions of Financial Assistance Award for Public Works and
Development Facilities under Section 201 of the Economic Development
Administration Reauthorization Act of 2004 (P. L. 108-373)**

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Award No.: 01-79-08675

RECIPIENT: Pulaski County Public Service Authority & Virginia First Regional
Industrial Facility Authority, Virginia

PROJECT SCOPE: This investment consists of water and sewer infrastructural improvements, including a 1,000,000 gallon water tank, pump station, water distribution main and sewer main, to service the approximately 1,000 acre New River Valley Commerce Park, Virginia.

SPECIAL AWARD CONDITIONS

1. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed after receipt of Financial Assistance Award for:

Return of the Affirmed Financial Assistance Award.	30 days
Start of Construction.	12 months
Construction Period	24 months

Project Closeout - All Project closeout documents, including final financial information and any required program reports, shall be submitted to the Government not more than 90 days after the date the Recipient accepts the completed Project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion of the Project and sub-mission of closeout documents within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations set forth at 13 CFR 305.99(b) and 15 CFR 24.43 (53 Fed. Reg. 8048-9, 8102, March 11, 1988).

2. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any

successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions. Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

3. **EXPIRATION OF AVAILABILITY OF GRANT FUNDS:** Because the grant funds for the Project by Statute are available until expended, the provisions of Public Law 101-510, enacted November 5, 1990, section 1405, amending sub chapter IV of chapter 15, title 31, U.S.C., are not applicable to the grant for the Project. The deletion of references to Public Law 101-510 from Part A, Section 3 notwithstanding, in keeping with appropriate and satisfactory project management, the grant funds obligated for the Project will expire five (5) years from the fiscal year of the Grant Award. This requires that the Project be physically and financially completed by September 30, 2013.
4. **PERFORMANCE MEASURES:** The grantee agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that presently apply to program activities funded by this grant are enclosed for your information, but are subject to change. EDA will advise grantees in writing within a reasonable period prior to the time of submission of the reports in the event that there are any modifications in the performance measures.
5. **REPORTING UNLIQUIDATED OBLIGATIONS:** All Recipients of an EDA grant award of more than \$100,000 whose grant has not been fully disbursed as of the end of each reporting period are required to submit a financial report to EDA annually on the status of unreimbursed obligations. The report will provide information on the amount of allowable project expenses that have been incurred by the Recipient but not claimed for reimbursement as of the end of the reporting period.

The report will be as of September 30 of each year and must be submitted annually until the final grant payment is made by EDA. The report shall be submitted to EDA no later than October 30 of each year. Noncompliance with this requirement will result in the suspension of EDA grant disbursements. Standard Form 269A, Financial Status Report, will be used for this purpose. Instructions for completing and filing the report will be furnished to the Recipient at least 60 days before the report is due.

6. **DELAYED PROGRESS:** If significant construction (as determined by EDA) is not commenced within two years of the approval of the Investment or by the date estimated for start of construction in the investment award (or the expiration of any extension granted in writing by EDA), whichever is later, the EDA award will be automatically suspended and may be terminated if EDA determines, after consultation with the award Recipients, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.

7. **TITLE OPINION:** Prior to the advertisement of construction bids and prior to the initial disbursement of funds by EDA, the Recipient shall submit to the Regional Office, the required opinion of title that is required under the EDA's *Standard Terms and Conditions for Construction Projects*, Section M, Paragraph 3. Note that this is a three part document consisting of a Certificate of Engineer, Title Opinion and Owner's Certification Regarding Eminent Domain.
8. **ARCHITECT/ENGINEER AGREEMENT:** Prior to the disbursement of funds by EDA, the Recipient shall submit to the Government for approval an Architect/Engineer Agreement which meets the requirements contained in the EDA's *Summary of EDA Construction Standards*. The agreement must provide for all services required by the Recipient for the design and engineering phases of the project. The recipient must select the architect/engineer in accordance with the procurement standards set forth in 15 C.F.R. parts 14 or 24, as applicable. Unless EDA has approved a different type of award, the compensation to the architect/engineer for basic services must be either a fixed price or a cost reimbursement with an agreed maximum to be eligible for EDA participation. The amount of EDA participation will be based on EDA's determination (subject to audit) that the compensation is reasonable. The "cost-plus-a-percentage-of-cost" and "percentage of construction cost" methods of contracting are specifically prohibited. See 15 C.F.R. §§ 14.44(c) or 24.36(f) (4), as applicable.
9. **PROGRAM INCOME:** In affirming this Award, the Recipient agrees to use the income generated from the project facility in the following order of priority:
 - a. Administration, operation and maintenance of the project facilities for their useful life in a manner consistent with good property management practice and in accordance with the established building codes. This may include, where applicable, the repayment of indebtedness resulting from any legal encumbrance (e.g. mortgage) on the EDA-assisted project facility.
 - b. Economic development activities that are authorized for support by EDA, provided such activities are within the designated area.

Prior to the final disbursement of the grant funds, the Recipient will develop and furnish to EDA for approval, an income reutilization plan to demonstrate an intent that the funds generated from the EDA-assisted project shall be expended for the purpose established above. Any changes made to the plan during the useful life of the project shall also be submitted to EDA for its review and approval.
10. **MATCHING SHARE:** In affirming this Award, the Recipient certifies that the non-federal share of Project costs is committed and is available as needed for the Project, that the non-federal share is from sources which can be used as match for the EDA Project, and that the non-federal share will not affect ownership of, or title to, the Project facilities. The Recipient further acknowledges that, prior to award of any construction contracts, it will be required to provide the Regional Office with evidence satisfactory to the Government that all funds necessary to complete the Project are available. See also *Standard Terms and Conditions for Construction Projects*, Section B, Paragraph 3.

- 11. GRANT ADMINISTRATION SERVICES AGREEMENT:** If the Recipient elects to have the grant administration services required for the Project to be performed by persons other than the Recipient's staff, prior approval must be obtained from the Government in order for the cost of such services to be eligible for Federal participation.

Procurement of grant administration services under a professional services contract by negotiation with a single source may be permitted only if it can be demonstrated to the Government's satisfaction that the award of a professional services contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. The procurement of such services shall be governed by regulations at 15 CFR Part 24.36.

An Economic Development District may provide grant administration services for the Recipient provided that the services meet the requirements of EDA regulations at 13 CFR 316.19.

- 12. FEDERAL AVIATION ADMINISTRATION AUTHORIZATION:** Prior to the approval of the final plans and specifications by EDA and prior to the start of any construction activities on the EDA-assisted project, the Recipient will provide to EDA satisfactory evidence demonstrating the approval from the Federal Aviation Administration (FAA) for the height of the new water tank in the adjacent New River Valley Commerce Park.

- 13. U.S. FISH AND WILDLIFE SERVICE CLEARANCE:** Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the U.S. Fish and Wildlife Service that the proposed project would have no impact on threatened or endangered species and that the requirements of Section 7 of the Endangered Species Act are satisfied.

- 14. VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES CLEARANCE 1:** Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the Virginia Department of Game and Inland Fisheries that a habitat assessment for the endangered Virginia fringed mountain snail has been performed within the proposed pipeline corridor, any mitigation actions have been taken, and that the proposed pipeline would have no affect on this species.

- 15. VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES CLEARANCE 2:** Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the Virginia Department of Game and Inland Fisheries that geotechnical analysis indicates that directional drilling at the New River is an acceptable crossing method for the proposed waterline, and all appropriate mitigation measures have been incorporated into the river-crossing construction plans.

16. VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES

CLEARANCE 3: Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA that the Plans and Specifications contain construction mitigation measures which ensure that no ground-disturbing activities will occur in the area of the proposed infrastructure improvements or New River Valley Commerce Park from April 1 through August 31 of any given year to protect the state Threatened loggerhead shrike, state Threatened upland sandpiper, and federal Special Concern Threatened Henslow's sparrow. Alternatively, the Recipient may submit a letter from the Virginia Department of Game and Inland Fisheries which indicates that no time restriction is necessary.

17. VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES

CLEARANCE 4: Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the Virginia Department of Game and Inland Fisheries that a qualified professional has performed a habitat assessment for the state Threatened loggerhead shrike, state Threatened upland sandpiper, and federal Special Concern Threatened Henslow's sparrow within the project area, that the report has been submitted with photographs to the Virginia Department of Game and Inland Fisheries for review, and that all mitigation measures have been taken to avoid any potential impacts to these species.

18. USDA NATURAL RESOURCES CONSERVATION SERVICE COMMENTS:

Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the USDA Natural Resource Conservation Service pursuant to the requirements of the Farmland Preservation Act.

19. VIRGINIA DEPARTMENT OF HISTORIC RESOURCES CLEARANCE 1:

Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from the Virginia Department of Historic Resources that an archaeological survey has been completed for undisturbed portions of the proposed water and sewer line routes, and the site of the proposed pump stations and water tank, which indicate that the proposed project would not affect historic resources and that no further action is necessary to satisfy the requirements of Section 106 of the National Historic Preservation Act.

20. VIRGINIA DEPARTMENT OF HISTORIC RESOURCES CLEARANCE 2:

Prior to the final disbursement of EDA funds, the Recipient will provide evidence to EDA in the form of a letter from the Virginia Department of Historic Resources (DHR) that appropriate language has been included in sales agreements for land in the New River Valley Commerce Park which ensures that archaeological surveys are performed prior to construction on those sites and the results approved by the DHR prior to any ground disturbance.

- 21. UNDERGROUND STORAGE TANK REMOVAL AND GROUNDWATER REMEDIATION:** Prior to the approval of Plans and Specifications, the Recipient will provide evidence to EDA in the form of a letter from a qualified contractor which indicates that the UST on the property has been removed by a qualified contractor in accordance with state and local requirements, and that a closure assessment was conducted to document the closure and to confirm that a release has not occurred.

Pulaski County/Commerce Park
Water System Improvements
Proposed Cost Split Between Commerce Park and PCPSA

	Amt	Units	Unit Cost	Total Cost	EDA Grant Grant	%	Total Match Match	%	Commerce Park Match	%	Pulaski Co PSA Match	%	Rationale for Cost Splitting
Water from Radford to Morgan Cut													
2.0 MGD Pump Station	1	ea	\$375,000	\$375,000	\$175,875	47%	\$199,125	53%	\$79,650	21%	\$119,475	32%	40% Commerce Park - 60% PSA - option for water to RAAP
24-inch Water Line	15,500	ft	\$125	\$1,937,500	\$908,688	47%	\$1,028,813	53%	\$257,203	13%	\$771,609	40%	Based on total capacity of line
New River Directional Bore Crossing	800	ft	\$700	\$560,000	\$262,640	47%	\$297,360	53%	\$74,340	13%	\$223,020	40%	Based on total capacity of line
Fire Hydrants on 24-inch Water Line	20	ea	\$2,500	\$50,000	\$23,450	47%	\$26,550	53%	\$0	0%	\$26,550	53%	Fire hydrants are a local responsibility
Air Release Valves on 24-inch	3	ea	\$2,500	\$7,500	\$3,518	47%	\$3,983	53%	\$996	13%	\$2,987	40%	Based on total capacity of line
Meter Vault	1	ea	\$15,000	\$15,000	\$7,035	47%	\$7,965	53%	\$1,991	13%	\$5,974	40%	Based on total capacity of line
Control Valve Station	1	ea	\$26,790	\$26,790	\$12,565	47%	\$14,225	53%	\$3,556	13%	\$10,669	40%	Based on total capacity of line
Subtotal Source Improvements				\$2,971,790	\$1,393,770	47%	\$1,578,020	53%	\$417,736	14%	\$1,160,284	39%	
Line Capacity	4.00	MGD							1.00	MGD	3.00	MGD	
Percent Share									25%		75%		
Water from Highland Park to Commerce Park													
12-inch Water Line	6,000	ft	\$70	\$420,000	\$196,980	47%	\$223,020	53%	\$200,718	48%	\$22,302	5%	Minimal benefit to PSA - 10%
Fire Hydrants on 12-inch Water Line	10	ea	\$2,500	\$25,000	\$11,725	47%	\$13,275	53%	\$0	0%	\$13,275	53%	Fire hydrants are a local responsibility
Stream Crossings	60	ft	\$400	\$24,000	\$11,256	47%	\$12,744	53%	\$11,470	48%	\$1,274	5%	Minimal benefit to PSA - 10%
Highway Crossings	300	ft	\$400	\$120,000	\$56,280	47%	\$63,720	53%	\$57,348	48%	\$6,372	5%	Minimal benefit to PSA - 10%
Railroad Crossings	100	ft	\$500	\$50,000	\$23,450	47%	\$26,550	53%	\$23,895	48%	\$2,655	5%	Minimal benefit to PSA - 10%
System Water Connections	4	ea	\$2,000	\$8,000	\$3,752	47%	\$4,248	53%	\$3,823	48%	\$425	5%	Minimal benefit to PSA - 10%
10-inch Sewer Force Main	5,300	ft	\$75	\$397,500	\$186,428	47%	\$211,073	53%	\$211,073	53%	\$0	0%	Sewer force main only benefits Commerce Park
Subtotal Transmission				\$1,044,500	\$489,871	47%	\$554,630	53%	\$508,326	49%	\$46,303	4%	
Percent Share									90%		10%		
Water Storage and Transfer													
Water Storage on Commerce Park	1	MG	\$750,000	\$750,000	\$351,750	47%	\$398,250	53%	\$358,425	48%	\$39,825	5%	PSA storage is already present with existing water tank
Transfer Pump Station	0.5	MGD	\$320,000	\$160,000	\$75,040	47%	\$84,960	53%	\$76,464	48%	\$8,496	5%	PSA storage is already present with existing water tank
Subtotal Storage and Transfer				\$910,000	\$426,790	47%	\$483,210	53%	\$434,889	48%	\$48,321	5%	
Commerce Park On Site Utilities													
12-inch Water Line	2,000	ft	\$75	\$150,000	\$70,350	47%	\$79,650	53%	\$79,650	53%	\$0	0%	Provides some benefit to PSA system
8-inch Sewer and Manholes	3,500	ft	\$100	\$350,000	\$164,150	47%	\$185,850	53%	\$92,925	27%	\$92,925	27%	Provides possibility for sewer to Fairgrounds and Skyview
Subtotal On Site Water and Sewer				\$500,000	\$234,500	47%	\$265,500	53%	\$172,575	35%	\$92,925	19%	
Estimated Construction Cost				\$5,426,290	\$2,544,930	47%	\$2,881,360	53%	\$1,533,527	28%	\$1,347,833	25%	
E,L,M and Contingency	18%	of construction		\$977,111	\$458,471	47%	\$518,640	53%	\$275,936	28%	\$242,704	25%	Percentage of construction costs
Project Total				\$6,403,401	\$3,003,401	47%	\$3,400,000	53%	\$1,809,463	28%	\$1,590,537	25%	\$218,925
Adjustment for grant eligibility									(\$509,463)		\$509,463		
Total Cost				\$6,403,401	\$3,003,401		\$3,400,000		\$1,300,000		\$2,100,000		
Annual Debt							\$145,342		\$55,572		\$89,770		
Interest													
Term years									\$3,400,000				
	3	MGD							1		2		
					46.90%				33%		67%		



Virginia's First Regional Industrial Facility Authority

6580 Valley Center Drive, Suite 124

Radford, VA 24141

Phone (540) 639-1524 FAX (540) 831-6093

MEMORANDUM

DATE: October 1, 2008
TO: NRV Commerce Park Participation Committee
FROM: Dave Rundgren
SUBJECT: Sale of surplus property

Bland County

John C. Thompson
Henry M. Blessing

Craig County

Jay Polen

Giles County

Chris McKlarney
Richard McCoy

Montgomery County

Mary W. Biggs
Clay Goodman

Pulaski County

Peter M. Huber
Shawn Utt

Roanoke County

Charlotte Moore
Douglas Chittum

Wythe County

Bucky Sharitz
Martha P. Umberger

City of Radford

Bruce Brown
Basil Edwards

City of Roanoke

Brian Townsend
Court G. Rosen

City of Salem

John Givens
Benjamin Tripp

Town of Christiansburg

Randy Wingfield
Barry D. Helms

Town of Dublin

Doug Irvin

Town of Narrows

Clayton Davis
Buddy Kast

Town of Pearisburg

Kenneth F. Vittum
Brad Jones

Town of Pulaski

Morgan Welker
John Hawley

The committee met to discuss the property and potential realtors that would be sufficiently qualified to market and sell the property. The group determined Woltz Associates was best suited to list the property given the price and property conditions.

A copy of the listing agreement submitted by Woltz and Associates and a cover letter requesting certain maintenance issues to be addressed before showing the property are attached.

At the July board meeting the participation committee agreed to sell the surplus property with the following conditions: a listed price of \$392,000 (accepting offers no lower than \$300,000) and an option to add additional acreage to the listing at \$15,000 per acre with a deed restriction prohibiting subdivision and an additional clause for an approval process to consider subdivision in the future.

The committee recommends the board approve the listing the property with Woltz to be sold "as is."



WOLTZ
& ASSOCIATES
INC.
BROKERS & AUCTIONEERS

August 21, 2008

RECEIVED
AUG 22 2008
NRV PDC

Ms. Christy Straight
Regional Planner
Virginia's First Regional Industrial Authority
6850 Valley Center Drive, Suite 124
Radford, VA 24141

Dear Christy:

Enclosed is a listing agreement for six months covering your 5.5+/- acre tract and all improvements per survey by R. Lloyd Mathews, LS, dated May 22, 1991 and recorded in Pulaski County Deed Book 490 Page 175.

We propose to list the property in both the Roanoke and New River Valley multiple listing services. In addition, we will offer the property on our web site www.woltz.com, where it will be featured along with other historical and rural properties available nationwide at auction or as listings. We will advertise in the Roanoke Times insert for the NRV (New River Current), Salem Times Register, News Messenger (Christiansburg), Fincastle Herald, Radford News, Vinton Messenger, New Castle's Record and SW Times in Pulaski. I will conduct a minimum of two weekend open houses during the listing period.

If we are to properly represent the Authority, I think it is our responsibility to recommend to you that the following items be accomplished in order to assure the property is properly presented to the buying public:

- All debris and personal property should be removed from the house, workshop and smoke house. A dumpster larger than the one on site probably will be more economical.
- The downed tree in the front yard needs to be removed.
- The balance of the acreage outside the fence surrounding the house and barn needs to be bushhogged and cleaned up.

Ms. Christy Straight
August 21, 2008
Page 2

I would strongly urge that the board consider offering the additional 29+/- acres at a fair price and on terms that will offer protection for a buyer willing to purchase a house of this magnitude and invest significant money to update it to current standards. In my opinion you will not get a price anywhere near what a developer would pay, but you will have a better chance at selling the house and 5+/- acres if you offer the additional acres for farming and or privacy particularly with the potential for an industrial facility on adjoining land.

Enclosed is a brochure on a sale we did on farm land across Route 100 at "Innisfree". If you look carefully at the top of the aerial on page 2, you will see your property across Route 100. 745+/- acres brought \$2,138,850 or \$2,871 per acre. Granted this was five years ago, but we are also in a depressed market today.

Please call with any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Quinn Thomas", written in dark ink.

Quinn Thomas
Woltz & Associates, Inc.



ROANOKE VALLEY ASSOCIATION OF REALTORS®

Exclusive Right to Represent Seller Agreement



(Paragraphs marked with an asterisk * require a blank to be filled in or checked.)

***1. REAL PROPERTY:** SELLER agrees to sell the land and all improvements thereon located in the (check as applicable) ☒ County or ☐ City of Pulaski, Virginia and described as (legal description): Lot _____, Block _____, Section _____, Map of _____, or other legal description 5.5+/- acres and all improvements and more commonly known as: per survey by Lloyd Mathews, LS dated May 22, 1991 and Virginia, _____ (Zip), together with the items of personal property described in Paragraph 3 ("Property"). Seller warrants that the Property ☐ does or ☒ does not include waterfrontage either by deed or easement. recorded in

This AGREEMENT is made on September 1, 2008, by and between Virginia's First Regional Industrial Facility Authority, Woltz & Associates, Inc., Deed Book 490, Page 175
SELLER, whether one or more, ("SELLER") and _____
BROKER.

In consideration for services to be rendered, the BROKER is hereby granted the exclusive right to sell the Property described in Paragraphs 1 and 3. As used in this Agreement, the term "Seller's Agent" means the Agent who signs this Agreement on behalf of the Broker and any other Agent assigned by Broker, if Broker deems necessary.

2. SELLER REPRESENTATIONS: SELLER represents that as of the commencement date of this Agreement, the SELLER is not a party to a listing agreement on the property as defined in Paragraph 1 with any other real estate broker. SELLER warrants that the person(s) signing this Agreement as "Seller" include(s) every person who possesses an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

3. PERSONAL PROPERTY INCLUDED: Included with the sale of the above real estate (if located within said Property at time of signing this Agreement, unless otherwise noted) are the shades, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall-to-wall carpeting, kitchen appliances including garbage disposal, range, oven and built-in dishwasher, laundry tubs, attic fan, smoke and heat detectors, awnings, electrical wiring connections for appliances, ceiling fan(s), garage door opener(s) and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the premises. Also included are:

***4. LIST PRICE:** The Property is offered for sale at a list price of (\$ 392,000.00-Three Hundred Ninety-Two Thousand and 00/100-----) Dollars cash, or such other price as later agreed upon, which price includes selling compensation as set forth in Paragraph 12.

***5. LISTING PERIOD:** SELLER hereby grants to BROKER the exclusive and irrevocable right to sell the Property for a period commencing September 1, 2008, and expiring 11:59 PM, February 28, 2009.

6. BROKER AND SELLER'S AGENT'S DUTIES: The BROKER and SELLER'S AGENT shall promote the interests of the SELLER by:

- (a) Performing in accordance with the terms of this Agreement
 - (b) Seeking a sale at the price and terms agreed upon in this Agreement or at a price and terms acceptable to the SELLER; however, the BROKER and SELLER'S AGENT shall not be obligated to seek additional offers to purchase the Property once a contract is accepted by SELLER, unless otherwise agreed in writing by the parties to this Agreement;
 - (c) Presenting in a timely manner all offers or counteroffers to and from the SELLER, even when the Property is already under contract;
 - (d) Disclosing to the SELLER all material facts related to the Property or concerning the transaction of which they have actual knowledge;
 - (e) Account for in a timely manner all money and property received in which the SELLER has or may have an interest.
- The BROKER and SELLER'S AGENT shall maintain the confidentiality of all personal and financial information known or obtained during the agency relationship, unless otherwise provided by law or the SELLER consents in writing to the release of the information. In satisfying these duties, the BROKER and SELLER'S AGENT shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective buyers honestly and not knowingly give them false information. In addition, the BROKER and SELLER'S AGENT may show alternative properties to prospective buyers, represent other sellers, or provide assistance to a buyer or prospective buyer that are not inconsistent with the BROKER and SELLER'S AGENT'S duties under this Agreement, such as preparing the purchase agreement, obtaining financing and other things necessary to consummate a sale.

***7. SELLER'S DUTIES:** The SELLER shall:

- (a) Work exclusively with the BROKER and SELLER'S AGENT during the term of this Agreement.
- (b) Pay the BROKER the compensation set forth in Paragraph 12.
- (c) Provide accurate information regarding the Property necessary for the BROKER and SELLER'S AGENT to fulfill their responsibilities under this Agreement and to fulfill the terms of a purchase agreement.
- (d) Keep the SELLER'S AGENT informed of any factors that may impact SELLER'S ability to fulfill the terms of the purchase agreement.
- (e) Refer to BROKER all inquiries or offers which SELLER may receive regarding the Property.
- (f) REFRAIN FROM DISCLOSING ANY INFORMATION TO ANYONE OTHER THAN THE BROKER AND SELLER'S AGENT, INCLUDING ANY POTENTIAL BUYERS OR ANY OTHER AGENT, EITHER WITH THE LISTING FIRM OR OTHER FIRMS, PREVIEWING OR SHOWING THE PROPERTIES. SELLER ACKNOWLEDGES THAT SUCH DISCLOSURE MAY WEAKEN SELLER'S BARGAINING POSITION IN NEGOTIATION OF A PURCHASE AGREEMENT AND THAT ALL QUESTIONS SHOULD BE REFERRED TO BROKER AND/OR SELLER'S AGENT.
- (g) Retain full responsibility for the Property, including all utilities, maintenance, physical security and liability during the term of this Agreement.
- *(h) Disclose that Seller () is OR (x) is not a licensed (active/inactive) real estate agent/broker.

***8. ADDITIONAL PROVISIONS:**

- (a) **MATERIAL INFORMATION DISCLOSURE:** The BROKER and SELLER'S AGENT shall disclose to prospective Buyers all material adverse facts pertaining to the physical condition of the property which are actually known by the BROKER and SELLER'S AGENT. The BROKER and SELLER'S AGENT reserve the right to disclose material adverse facts that might affect the value of the Property which are actually known by the BROKER and SELLER'S AGENT. The BROKER and/or SELLER'S AGENT'S determination of what information is material is in the BROKER and/or SELLER'S AGENT'S sole discretion and is conclusive. The responsibility of the BROKER and/or SELLER'S AGENT to make such disclosure will survive execution of any contract of purchase and continues in effect until settlement is concluded. In the event that parties to a contract regarding the Property fail to close and the Property is again marketed by BROKER, SELLER acknowledges and agrees that any and all material adverse facts discovered during the initial marketing of the Property shall be disclosed to any subsequent Purchasers.
- (b) **RESIDENTIAL PROPERTY DISCLOSURE:** The Virginia Residential Property Disclosure Act, Sections 55-517 et. seq. of the 1950 Code of Virginia as amended requires the SELLER of certain residential property to furnish the Purchaser a property disclosure statement. The SELLER is not required to make any representations regarding parcels adjacent to the Property.
- (c) **FAIR HOUSING DISCLOSURE:** This Property shall be shown and offers considered without regard to race, color, religion, sex, handicap, familial status, elderliness or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdiction.
- (d) **PROPERTY OWNER ASSOCIATION DISCLOSURE:** SELLER represents that the Property () is or (x) is not located within a development which is subject to the Virginia Property Owners Association Act ("the POA Act"). If the Property is within such a development, the POA Act requires that the SELLER obtain from the property owners' association ("the Association") an association disclosure packet (the "packet") and provide it to the Purchaser. The information contained in the packet shall be current as of a date specified on the packet. Once the Purchaser has received a copy of the packet, the Purchaser has a right to request an update of such packet directly from the Association.
- (e) **CONDO DISCLOSURE:** SELLER represents that the Property () is or (x) is not located within a development which is subject to the Virginia Condominium Act ("the Condominium Act"). If the Property is within such a development, the Condominium Act requires that the SELLER obtain from the unit owners' association ("the Association") a resale certificate ("the certificate") and provide it to the Purchaser. The information contained in the certificate shall be current as of a date specified on the certificate. Once the Purchaser has received a copy of the certificate, the Purchaser has a right to request an update of such certificate directly from the Association.
- (f) **LEAD-BASED PAINT DISCLOSURE:** The SELLER represents that the Property (x) was or () was not built prior to 1978. This disclosure is required by the Residential Lead-Based Paint Hazard Reduction Act (Title X of Public Law 102-550) which directs the Environmental Protection Agency and HUD to regulate disclosure of lead-based paint hazards in the sale of pre-1978 residential properties. If the Property was built prior to 1978, Seller must sign and initial "Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Lead-Based Hazards" to become a part of this Agreement, and shall provide any records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards on the Property to the Seller's Agent.

***9. AGENCY RELATIONSHIPS:**

- (a) The SELLER authorizes the BROKER to make an offer of subagency to other Brokers who may cooperate in marketing the Property.
- (b) The BROKER has informed the SELLER that some potential Buyers may elect to employ the services of a Buyer Agent. The BROKER is authorized to make access to the Property available to Buyer Agents and their clients on the same basis as to subagents.
- (c) The BROKER is authorized to pay a portion of the compensation to the Firm of the subagent or the Buyer Agent who cooperates in the transaction as set forth in Paragraph 12.
- (d) DISCLOSED DUAL AND DESIGNATED AGENCY. The SELLER acknowledges that in the normal course of business the Broker may represent buyer clients who may be interested in SELLER'S Property. If a buyer client wishes to purchase SELLER'S Property, then the SELLER will be represented in one of the two ways that are permitted under Virginia law. In this situation, either Disclosed Dual Agency or Disclosed Designated Agency will occur and the appropriate Consent and Confirmation Agreement will be signed by the Buyer and the SELLER. A copy of each Consent and Confirmation Agreement is on the reverse of this Agreement. After reading the Consent and Confirmation Agreements, the SELLER agrees to sign the appropriate Consent and Confirmation Agreement in the event either of these situations arise.

DISCLOSED DUAL AGENCY occurs when the SELLER'S AGENT, the Buyer's Agent and the firm's principal and supervising broker are in the same firm, all of whom are Disclosed Dual Agents representing both the Buyer and the SELLER. The limitation on the Disclosed Dual Agent's ability to represent fully either party is explained fully on the reverse side.

OR

DISCLOSED DESIGNATED AGENCY occurs when a buyer and SELLER in a particular transaction are represented by different sales associates affiliated with the same firm. The principal or supervising broker may elect to assign the SELLER'S AGENT as the Designated Seller's Agent and the Buyer's Agent as the Designated Buyer's Agent. However, the principal and/or supervising broker reserves the right to assign a Designated Agent other than the Seller's Listing Agent or Buyer's Agent. The Disclosed Designated Agents are not dual agents and represent fully the interests of their respective clients in a particular transaction.

***(e) IMPORTANT NOTICE TO SELLER:** SELLER is NOT required to agree and accept all of items (a) through (d) above. After review of items (a) through (d), SELLER agrees to accept items (a) through (d) above except for the following items which are hereby deleted: None. If none are deleted, state "NONE" in this blank.

10. MULTIPLE LISTING SERVICE:

- (a) The SELLER authorizes the BROKER to disseminate information by printed form and/or electronic computer service regarding the Property through (☒) Multiple Listing Service of the Roanoke Valley ("MLS") or (☐) other MLS NRV of which BROKER is a member and to solicit cooperation.
- (b) The BROKER will offer to cooperating brokers compensation in the amount of 5%.
- (c) It is understood that the MLS and the Roanoke Valley Association of REALTORS ("RVAR") are not parties to this Agreement and do not set, control, recommend or suggest the amount of compensation for any brokerage service rendered pursuant to this Agreement, whether by BROKER, or by any other Broker acting as subagent or otherwise.
- (d) The SELLER authorizes the Broker to place a common key lock box on the Property and control access to that box by REALTORS, authorized affiliates and REALTOR assistants.
- (e) The SELLER understands and agrees that in consideration of the use of BROKER'S services and facilities and of the facilities of the MLS, the SELLER and their heirs and assigns agree that all salespersons, brokers, the MLS, RVAR and their directors, officers and employees, except for malfeasance on the part of such parties, are not responsible for vandalism, theft or damage of any nature whatsoever of the Property or its contents during the listing period, and that the SELLER waives any and all rights, claims and causes of action against them and holds them harmless for any property damage or personal injury arising from the use or access to the Property by any person during the listing period.

11. ADDITIONAL AUTHORIZATIONS: Authority is granted to the BROKER to:

- (a) Place a "For Sale" sign on the Property and to remove all other signs.
- (b) Advertise and disseminate information about the Property, including photographs of the outside and inside of the Property, by any method and media the BROKER deems appropriate, including the Internet.
- (c) Show the entire Property during reasonable hours. SELLER also grants this authority to cooperating Brokers. To facilitate and/or consummate a sale, SELLER will cooperate to allow appraisers, inspectors or other persons access to the Property.

***12. COMPENSATION:** SELLER agrees to pay BROKER a cash fee of 10% of Contract Sale Price in any of the following events:

- (a) The Property is sold, exchanged or leased with purchase-option to anyone during the listing period, whether or not BROKER is the procuring cause of such sale or lease.
- (b) Anyone produces a Buyer ready, willing and able to buy the Property during the listing period upon terms consistent with this Agreement, whether or not BROKER is the procuring cause.
- (c) SELLER acts to prevent the sale of the Property by attempting to cancel this Agreement without BROKER'S written consent, by renting the Property or granting an option on the Property during the listing period, by breaching any Purchase Agreement, or by otherwise acting to prevent the sale.
- (d) The Property is sold, exchanged or leased with purchase-option within 30 days after expiration of this Agreement to any person (or related party) to whom the Property was shown or offered by BROKER, SELLER or any other person during the listing period; however, this provision shall not apply if the Property is listed with another real estate broker at the time of such sale or lease.

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes the following representations as to the real property. Certain transfers of residential property are excluded from this requirement (see §55-518).

Property Address/ 5.5+/- acres and all improvements per survey by R. Lloyd
Legal Description: Mathews, LS dated May 22, 1991 and recorded in Pulaski
County Deed Book 490, Page 175

The undersigned owner(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary including obtaining a certified home inspection, as defined in § 54.1-500, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property, and the purchaser(s) is advised to exercise whatever due diligence the purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 10.1-2100 et seq.) adopted by the locality where the property is located pursuant to § 10.1-2109, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- _____(a) Presence of lead-based paint and/or lead-based hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____(b) Records and Reports available to the Seller (check one below):
- ☐ Seller has provided the Seller's Agent and will provide the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____(c) Purchaser has received copies of all information listed above.
- _____(d) Purchaser has received the pamphlet *Protect your Family From Lead in Your Home*.
- _____(e) Purchaser has (check one below):
- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- _____(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____	Date / /	Purchaser _____	Date / /
Seller _____	Date / /	Purchaser _____	Date / /
Agent _____	Date / /	Agent _____	Date / /



Virginia's First Regional Industrial Facility Authority

6580 Valley Center Drive, Suite 124

Radford, VA 24141

Phone (540) 639-1524 FAX (540) 831-6093

MEMORANDUM

DATE: October 6, 2008
TO: Virginia's First board members
FROM: Committee to hire part-time project manager assistance
SUBJECT: Committee report on October 6 meeting

The committee met to discuss the job description, responsibilities, and details associated with hiring a part-time staff person for Virginia's First. Shawn Utt, Doug Chittum, Basil Edwards, Clay Goodman, and Bob Isner worked with Dave and Christy to produce a list of job responsibilities and anticipated terms of employment for the position. The key points discussed include:

- Responsibilities/Role
- Financing the position
- Terms of employment
- Designated supervisor
- Candidate profile
- Review committee

Responsibilities/Role

The committee determined the position should be task-oriented in the short-term and could address strategic marketing in the future. These are different roles, but the short-term needs will be the focus in identifying appropriate applicants and include these roles and tasks:

- Project manager for Virginia's First
- Reporting to localities
- Liaison "on-call"
- Manage such projects as
 - UST removal for Commerce Park
 - Commerce Park surplus property sale
 - Site maintenance for Commerce Park
 - Coordinate as needed to bring sufficient AEP power to the park
 - Coordinating future Virginia's First projects

Financing the position

The committee proposed the position be funded from the Virginia's First dues, adding the position as a line item to the budget.

Terms of employment

- 10-20 hours per week: flexible capacity to complete work as needed
- Virginia's First staff position
- Contract staffing (1099 tax form, contract to include expenses: travel, operational costs)—not an employee

Bland County

John C. Thompson
Henry M. Blessing

Craig County

Jay Polen

Giles County

Chris McKlarney
Richard McCoy

Montgomery County

Mary W. Biggs
Clay Goodman

Pulaski County

Peter M. Huber
Shawn Utt

Roanoke County

Charlotte Moore
Douglas Chittum

Wythe County

Bucky Sharitz
Martha P. Umberger

City of Radford

Bruce Brown
Basil Edwards

City of Roanoke

Brian Townsend
Court G. Rosen

City of Salem

John Givens
Benjamin Tripp

Town of Christiansburg

Randy Wingfield
Barry D. Helms

Town of Dublin

Doug Irvin

Town of Narrows

Clayton Davis
Buddy Kast

Town of Pearisburg

Kenneth F. Vittum
Brad Jones

Town of Pulaski

Morgan Welker
John Hawley

Designated supervisor

- Reports to Virginia's First chairman

Candidate profile

The committee briefly discussed who would be a good fit for the position. The profile suggested at the September board was a retired, executive level person with experience relevant to the needs of the position. The committee added to this list: learning curve to become familiar with the commerce park and ongoing business and the effective value of the position given level of prior knowledge, and a sufficient salary to attract this type of person.

Review committee

The committee proposes the applicant review committee include the five existing committee members and the Virginia's First chairman (Chris McKlarney).

Board actions needed at this time

- Discuss proposed responsibilities and term of employment.
- Agree funding source.
- Designate who will be empowered to contract with selected applicant.